

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TECSPEC LLC, RICHARD ROSE, ROBERT
SENIA, and RALPH SCHLENKER,

Case No. 24 Civ. 8077

Plaintiffs,

-against-

MICHAEL DONNOLO, JOSHUA DONNOLO,
JOHN MICHAEL LONG, BRAYA CONCEPTS
LLC, BRAYA MACHINE COMPANY LLC,
BRAYA SYSTEMS LLC, BRAYA VENTURES
LLC, and ABC CORPORATIONS 1-10

Defendants.

**ORDER TO SHOW CAUSE FOR A
PRELIMINARY INJUNCTION
~~WITH A TEMPORARY
RESTRAINING ORDER~~**

Upon consideration of the Summons and Verified Complaint, dated October 24, 2024, Plaintiffs' supporting memoranda of law, dated October 24 and 30, 2024, the declarations of David Lopez and Robert Senia, Defendants' memorandum of law in opposition, dated October 29, 2024, with exhibits thereto, the declarations of Michael Donnolo, John Michael Long, and Kevin Kerr, hereto annexed, and the telephone conference held on November 4, 2024, and pursuant to Federal Rule of Civil Procedure 65, it is hereby:

ORDERED that the above named defendants, Michael Donnolo, Joshua Donnolo, John Michael Long, Braya Concepts LLC, Braya Machine Company LLC, Braya Ventures LLC, Braya Systems LLC, and ABC Corporations 1-10, show cause before this Court, ~~at Room 12B, Daniel P. Moynihan Courthouse, Southern District of New York, 500 Pearl Street, New York, NY 10007, on~~ **December 10, 2024**, at **11:30 a.m.**¹, ~~or as soon as counsel may be heard~~, why an order should not be issued pursuant to Rule 65 of the Federal Rules of Civil Procedure:

- a. Enjoining and restraining Defendants, and any person or entity acting in concert with them or under their supervision, from possessing, using, disclosing, or disseminating Tecspec LLC's confidential information and trade secrets, whether directly or indirectly, except as required by the Federal Rules of Civil Procedure governing discovery and Local Rules of this Court to comply with discovery obligations;

¹ The proceeding will be held via Microsoft Teams. The parties will receive log-in credentials via email. The public listen-only line may be accessed by dialing 646-453-4442 and entering Conference ID 514 382 301 followed by the pound (#) key.

- b. Enjoining M. Donnolo, and any person or entity acting in concert with him or under his supervision, from directly or indirectly owning, managing, operating, joining, controlling, being employed by or with, or participating in any manner with a competing business as restricted in the Non-Compete provision contained in the October 6, 2017 Operating Agreement of Tecspec LLC, as amended on January 1, 2018, executed by M. Donnolo;
- c. Enjoining Defendants, and any person or entity acting in concert with them or under their supervision, from bidding on any contracts concerning the manufacturing of HVAC units in violation of M. Donnolo's fiduciary duties owed to Tecspec LLC and M. Donnolo's Non-Compete Agreement, making any purchases on Tecspec LLC's lines of credit, contacting any of Tecspec LLC's vendors or customers, and discussing any part of Braya Concepts LLC's, Braya Machine Company LLC's, Braya Systems LLC's, and Braya Ventures LLC's business or Tecspec LLC's business with Tecspec's business contacts;
- d. Enjoining Defendants, and any person or entity acting in concert with them or under their supervision from using any software and/or computer programs whose license was paid for by Tecspec LLC, including but not limited to SolidWorks;
- e. Mandating Defendants, and any person or entity acting in concert with them or under their supervision to provide Robert Senia, Richard Rose, and Ralph Schlenker access to Tecspec LLC's Amazon web services, email accounts, HVAC and circulation air fans located in Tecspec LLC's office and workshop space, and video cameras located in Tecspec LLC's office and workshop space, by, amongst other things, providing the necessary passwords and IP addresses for each of the aforementioned items;
- f. Mandating Defendants, and any person or entity acting in concert with them or under their supervision to return to Tecspec LLC any Tecspec LLC issued computers;
- g. Mandating Defendants, and any person or entity acting in concert with them or under their supervision, to provide Robert Senia, Richard Rose, and Ralph Schlenker administrative level control to Tecspec's accounts on Quickbooks, Dropbox, Gmail, Tecspec LLC's servers, and Tecspec LLC's websites;
- h. Mandating Defendants, and any person or entity acting in concert with them or under their supervision, to turnover to Robert Senia, Richard Rose, and Ralph Schlenker: (i) unit software and program SOV control valves; (ii) software keys for all software used by Tecspec LLC; (iii) Tecspec LLC's software and BACnet list for controller on induction units and fan coils, including preformatted points list screen; (iv) the programs for every part built on Tecspec LLC's CNC machines (including but not limited to fancoils, induction units, fin tubes, and discharge air grilles); (v) the programs for the robot arm machine used by Tecspec LLC; (vi) Tecspec LLC's induction unit central distribution panel BacNet Controller software; (vii) Tecspec LLC's fan coil central distribution panel BacNet Controller

software; (viii) the laser machine programs owned by Tecspec LLC; (vix) all Tecspec LLC assembly line software and the corresponding security and source codes; (x) source codes for all Tecspec LLC programs; (xi) graphics used for Tecspec's SOV Valve, software to the program used in connection with the SOV Valve BACnet, fan coil, and induction unit; (xii) instructions for working all Tecspec LLC's assembly lines and other software; (xiii) the programs for Tecspec LLC's laser machines that cut insulation; (xiv) Tecspec LLC's 3-D printer software; and (xv) all invoices that have been paid by Tecspec LLC for the past five years;

- i. Mandating Defendants, and any person or entity acting in concert with them or under their supervision, to turnover to Richard Rose, Robert Senia, and Ralph Schlenker: (i) Tecspec LLC's engineering drawings, including but not limited to the latest unit construction details and drawings, including any drawings and designs the HVAC unit that Defendants are manufacturing; (ii) Tecspec LLC's SOV distribution panel wiring diagram and manufacturing drawing; (iii) Tecspec LLC's wiring diagrams for fan coils and induction; (iv) Tecspec LLC's die and jigs; (v) information on how to use all of Tecspec LLC's manufacturing machines and robots; (vi) Tecspec LLC's latest selection program data; (vii) Tecspec LLC's nozzle air flow data; (viii) all Intertek testing data for all Tecspec LLC's units; (vix) all take off data for Tecspec's Two Penn Plaza contract; and (x) all of Tecspec LLC's extrusions drawings;
- j. Mandating Defendants, and any person or entity acting in concert with them or under their supervision, to turnover to Richard Rose, Robert Senia, and Ralph Schlenker: (i) Tecspec LLC's vendor lists; (ii) information as to what services the vendors contained in Tecspec LLC's vendor list provide; (iii) the contact information for the vendors contained in Tecspec LLC's vendor list, including but not limited to Tecspec LLC's anodizing company and extrusion vendors;
- k. Mandating Defendants, and any person or entity acting in concert with them or under their supervision to: (i) forward all Tecspec phone calls and emails to Richard Rose, Robert Senia, and Ralph Schlenker; (ii) return all keys and locks for Tecspec LLC's machinery and office/workshop spaces; (iii) disclose Tecspec LLC's subcontractors and pricing information; (iv) provide a copy of the lease for the Tecspec LLC office/workshop building located in Newark, New Jersey; and (v) disclose any quotes on jobs Braya Concepts LLC, Braya Machine Company LLC, Braya Ventures LLC, and Braya Systems LLC have submitted;
- l. Mandating Defendants, and any person or entity acting in concert with them or under their supervision, to return all property Defendants removed from Tecspec LLC's facility in Newark, New Jersey, to Robert Senia, Richard Rose, and Ralph Schlenker, including but not limited to: (i) 3-D printer wire(s); (ii) tool bits; (iii) server rack(s); (iv) test fans and hosing; (v) printer(s); (vi) label printer(s); (vii) sound meter(s); (viii) insulation; (vix) dampers; (x) silencers; (xi) piping; (xii) plywood; (xiii) machined damper pipe; (xiv) screws; (xv) gaskets; (xvi) gasket sensors; (xvii) sensors; (xviii) insulation nozzles; (xvix) valves; (xx) copper pipe

fittings; (xxi) wire harnesses; (xxii) tubing; (xxiii) condensation sensors; (xxiv) and all raw metals and raw metals made into parts;

- m. Mandating Defendants, and any person or entity acting in concert with them or under their supervision, to provide Robert Senia, Richard Rose, and Ralph Schlenker: (i) bills for the parts Defendants have purchased for the HVAC units Defendants are building; (ii) an inventory of all items/materials taken from Tecspec LLC's facility in Newark, New Jersey; and (iii) all items Defendants improperly removed from Tecspec LLC's facility in Newark, New Jersey; and it is further

ORDERED, that the deposition of Michael Donnolo¹ will be scheduled on five days' notice to determine what other Tecspec LLC property he, or any person or entity acting in concert with him, or under his supervision, is in possession of.

~~**ORDERED**, that, for sufficient reason and good cause having been show, pending the hearing of Plaintiffs' application for a preliminary injunction pursuant to Federal Rule of Civil Procedure 65:~~

- ~~a. The Defendants, and any person or entity acting in concert with them or under their supervision, are temporarily restrained and enjoined from possessing, using, disclosing, or disseminating Tecspec LLC's confidential information and trade secrets, whether directly or indirectly, except as required by the Federal Rules of Civil Procedure governing discovery and Local Rules of this Court to comply with discovery obligations;~~
- ~~b. The Defendants, and any person or entity acting in concert with them or under their supervision, are temporarily restrained and enjoined from directly or indirectly owning, managing, operating, joining, controlling, being employed by or with, or participating in any manner with a competing business as restricted in the Non-Compete provision contained in the October 6, 2017 Operating Agreement of Tecspec LLC, as amended on January 1, 2018, executed by M. Donnolo;~~
- ~~c. The Defendants, and any person or entity acting in concert with them or under their supervision, are temporarily restrained and enjoined from bidding on any contracts concerning the manufacturing of HVAC units in violation of M. Donnolo's fiduciary duties owed to Tecspec LLC and M. Donnolo's Non-Compete Agreement, making any purchases on Tecspec LLC's lines of credit, contacting any of Tecspec LLC's vendors or customers, and discussing any part of Braya Concepts~~

¹ Plaintiffs reserve the right to further depose Michael Donnolo in the event that this matter proceeds with discovery.

~~LLC's, Braya Machine Company LLC's, Braya Systems LLC, and Braya Ventures LLC's business or Teespee LLC's business with Teespee's business contacts;~~

- ~~d. The Defendants, and any person or entity acting in concert with them or under their supervision, are temporarily restrained and enjoined from using any software and/or computer programs whose license was paid for by Teespee LLC, including but not limited to SolidWorks;~~
- ~~e. The Defendants, and any person or entity acting in concert with them or under their supervision, are required to provide Robert Senia, Richard Rose, and Ralph Schlenker access to Teespee LLC's Amazon web services, email accounts, HVAC and circulation air fans located in Teespee LLC's office and workshop space, and video cameras located in Teespee LLC's office and workshop space, by, amongst other things, providing the necessary passwords and IP addresses for each of the aforementioned items;~~
- ~~f. The Defendants, and any person or entity acting in concert with them or under their supervision, are required to return to Teespee LLC any Teespee LLC issued computers;~~
- ~~g. The Defendants, and any person or entity acting in concert with them or under their supervision, are required to provide Robert Senia, Richard Rose, and Ralph Schlenker administrative level control to Teespee's accounts on Quickbooks, Dropbox, Gmail, Teespee LLC's servers, and Teespee LLC's websites;~~
- ~~h. Defendants, and any person or entity acting in concert with them or under their supervision, are required to turnover to Robert Senia, Richard Rose, and Ralph Schlenker: (i) unit software and program SOV control valves; (ii) software keys for all software used by Teespee LLC; (iii) Teespee LLC's software and BACnet list for controller on induction units and fan coils, including preformatted points list screen; (iv) the programs for every part built on Teespee LLC's CNC machines (including but not limited to fancoils, induction units, fin tubes, and discharge air grilles); (v) the programs for the robot arm machine used by Teespee LLC; (vi) Teespee LLC's induction unit central distribution panel BaeNet Controller software; (vii) Teespee LLC's fan coil central distribution panel BaeNet Controller software; (viii) the laser machine programs owned by Teespee LLC; (vix) all Teespee LLC assembly line software and the corresponding security and source codes; (x) source codes for all Teespee LLC programs; (xi) graphics used for Teespee's SOV Valve, software to the program used in connection with the SOV Valve BACnet, fan coil, and induction unit; (xii) instructions for working all Teespee LLC's assembly lines and other software; (xiii) the programs for Teespee LLC's laser machines that cut insulation; (xiv) Teespee LLC's 3-D printer software; and (xv) all invoices that have been paid by Teespee LLC for the past five years;~~
- ~~i. Defendants, and any person or entity acting in concert with them or under their supervision, are required to turnover to Richard Rose, Robert Senia, and Ralph~~

~~Sehlenker: (i) Teespee LLC's engineering drawings, including but not limited to the latest unit construction details and drawings, including any drawings and designs the HVAC unit that Defendants are manufacturing; (ii) Teespee LLC's SOV distribution panel wiring diagram and manufacturing drawing; (iii) Teespee LLC's wiring diagrams for fan coils and induction; (iv) Teespee LLC's die and jigs; (v) information on how to use all of Teespee LLC's manufacturing machines and robots; (vi) Teespee LLC's latest selection program data; (vii) Teespee LLC's nozzle air flow data; (viii) all Intertek testing data for all Teespee LLC's units; (vix) all take off data for Teespee's Two Penn Plaza contract; and (x) all of Teespee LLC's extrusions drawings;~~

- ~~j. Defendants, and any person or entity acting in concert with them or under their supervision, are required to turnover to Richard Rose, Robert Senia, and Ralph Sehlenker: (i) Teespee LLC's vendor lists; (ii) information as to what services the vendors contained in Teespee LLC's vendor list provide; (iii) the contact information for the vendors contained in Teespee LLC's vendor list, including but not limited to Teespee LLC's anodizing company and extrusion vendors;~~
- ~~k. Defendants, and any person or entity acting in concert with them or under their supervision, are required to: (i) forward all Teespee phone calls and emails to Richard Rose, Robert Senia, and Ralph Sehlenker; (ii) return all keys and locks for Teespee LLC's machinery and office/workshop spaces; (iii) disclose Teespee LLC's subcontractors and pricing information; (iv) provide a copy of the lease for the Teespee LLC office/workshop building located in Newark, New Jersey; and (v) disclose any quotes on jobs Braya Concepts LLC, Braya Machine Company LLC, Braya Ventures LLC, and Braya Systems LLC have submitted;~~
- ~~l. Defendants, and any person or entity acting in concert with them or under their supervision, are required to return all property Defendants removed from Teespee LLC's facility in Newark, New Jersey, to Robert Senia, Richard Rose, and Ralph Sehlenker, including but not limited to: (i) 3-D printer wire(s); (ii) tool bits; (iii) server rack(s); (iv) test fans and hosing; (v) printer(s); (vi) label printer(s); (vii) sound meter(s); (viii) insulation; (vix) dampers; (x) silencers; (xi) piping; (xii) plywood; (xiii) machined damper pipe; (xiv) screws; (xv) gaskets; (xvi) gasket sensors; (xvii) sensors; (xviii) insulation nozzles; (xvix) valves; (xx) copper pipe fittings; (xxi) wire harnesses; (xxii) tubing; (xxiii) condensation sensors; (xxiv) and all raw metals and raw metals made into parts;~~
- ~~m. Defendants, and any person or entity acting in concert with them or under their supervision, are required to provide Robert Senia, Richard Rose, and Ralph Sehlenker: (i) bills for the parts Defendants have purchased for the HVAC units Defendants are building; (ii) an inventory of all items/materials taken from Teespee LLC's facility in Newark, New Jersey; and (iii) all items Defendants improperly removed from Teespee LLC's facility in Newark, New Jersey; and it is further~~

~~ORDERED~~, that a copy of this order, together with the papers upon which it is granted, be personally served via overnight mail upon the Defendants or their attorney(s) on or before _____ 2024, by _____, and that such service be deemed good and sufficient.

ORDERED, that by **November 8, 2024**, the parties shall meet and confer and propose a schedule for briefing Plaintiffs' Motion for Preliminary Injunction;

ORDERED, that by **November 8, 2024**, the parties shall contact the Chambers of Magistrate Judge Robert Lehrburger to schedule a settlement conference. The conference should take place at the earliest opportunity, and in no event later than **November 25, 2024** (subject to Judge Lehrburger's availability). An order referring this case to Judge Lehrburger will issue. By **November 27, 2024**, the parties shall file a joint letter stating their efforts to arrive at a disposition of this matter.

Dated: ~~October~~ **November 4, 2024**

New York, New York


UNITED STATES DISTRICT JUDGE